

## **NOTICE INVITING PROPOSALS FOR:**

### **CONSULTING SERVICES FOR EL DORADO PARK NEIGHBORHOOD PLAN**

The City of Fresno is soliciting proposals from qualified Consultants to assist the City of Fresno Planning and Development Department partnering with the Redevelopment Agency of the City of Fresno in the planning of the Eldorado Park Neighborhood Plan, to include: Conducting a Neighborhood Planning Charrette, Evaluating Specific Land Use Plan Alternatives, and Identifying a Preferred Alternative, and Preparation of a Draft Specific Land Use Plan Document and Environmental Assessment for the El Dorado Park Neighborhood in Northeast Fresno, California

More information on the Planning Services for the El Dorado Park Neighborhood and the complete text of the Request for Proposals (RFP) can be obtained at the City of Fresno web site and other link below:

(<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/Default.htm>).

(<http://vendors.planetbids.com/Fresno/bidsearchform.cfm?StateID=52>)

The deadline for submission of proposals for this work is 5:00 PM on Friday, November 9, 2007. Please send 1 unbound original and 6 copies of your proposal, marked clearly on the outside "El Dorado Park Consulting Services", addressed to:

City of Fresno  
Planning and Development Department  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Attention: Keith Bergthold

The City of Fresno hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

The City reserves the right to reject any and all proposals.

**City of Fresno Planning and Development Department**  
Partnering with the Redevelopment Agency of the City of Fresno  
2600 Fresno Street  
Fresno, CA 93721

**Request for Proposals**

**Consultants or Firms for Conducting a Neighborhood Planning Charrette, Evaluating Specific Land Use Plan Alternatives, and Identifying a Preferred Alternative, and Preparation of a Draft Specific Land Use Plan Document and Environmental Assessment for the El Dorado Park Neighborhood in Northeast Fresno, California**

**PURPOSE**

The City of Fresno Planning and Development Department (City), cooperating with the Redevelopment Agency of the City of Fresno (RDA), is soliciting proposals from qualified consultants or firms to begin work no later than January 7, 2008 and be completed no later than June 30, 2008, conducting a Neighborhood Planning Charrette, providing analysis of Specific Land Use Plan Alternatives and identification of a Preferred Land Use Alternative, and preparation of a Draft Specific Land Use Plan Document for the El Dorado Park Neighborhood in Northeast Fresno, California

The City is seeking a consultant or firm, in a “full service” approach, to complete four distinct phases of a specific planning process, to include:

1. Leading a participatory design charrette to document neighborhood stakeholder values, ideas, goals, and visions for revitalization for the El Dorado Park Neighborhood,
2. Developing and evaluating alternative land use scenarios for achieving neighborhood stakeholder values, ideas, goals, and visions – consistent with the City of Fresno 2025 General Plan, Hoover Community Plan, any applicable RDA policies, and other adopted planning, design and development standards, and regulatory requirements,
3. Identifying and confirming a preferred alternative with stakeholders, City, and RDA, and
4. Preparing a DRAFT City/RDA El Dorado Park Neighborhood Specific Plan document and Environmental Assessment for public hearings and City Council adoption, possible integration with the California State University Fresno West Area Master Plan process, and to guide implementation with all appropriate and available tools and methods consistent with the adopted plan within a possible RDA Project Area designation for the neighborhood and/or a larger surrounding area.

The City and key stakeholder institutions will provide neighborhood outreach to secure resident and property owner participation in the design charrette and subsequent community meetings and public hearings.

The City and RDA in coordination with the consultant will prepare all documents supporting, community meetings, public hearings, plan adoption, and EA approval including staff reports to

Fresno City Planning Commission and Fresno City Council, resolutions, public notices, maps, etc.

The City, RDA and consultant will make all public presentations to neighborhood groups, citizen committees, Fresno City Planning Commission, Fresno City Council, Fresno Housing and Community Development Commission, Redevelopment Agency Board, and other city commissions as necessary.

Legal services will be provided to the City/RDA through the City of Fresno Attorney's Office. On policy matters and inter-agency coordination, the City and RDA have experienced planning and management staff available to provide necessary guidance and background to the consultant in the performance of the various services.

The consultant will be responsible for design, management and documentation of each distinct phase of the specific planning process in coordination with the City, RDA, and stakeholders

## **BACKGROUND**

**City of Fresno:** Fresno is the sixth largest city within the State of California, and is one of the fastest growing with a current population of more than 481,000. It is centrally located in the San Joaquin Valley, mid-way between San Francisco and Los Angeles, and is the business and cultural capital of Fresno County and central California. Looking toward the future, Fresno County is projected to have 1.9 million residents in 2050 (CA Dept of Finance est.), with the great majority residing in the Fresno-Clovis Metro Area. The City's main employers are government, healthcare, education, regional retail, distribution, commercial and manufacturing, research and technologic enterprises, and agriculture.

**El Dorado Park Neighborhood:** The El Dorado Park Neighborhood is a 20-30 acre residential area located in northeast Fresno to the west of the California State University Fresno (CSUF) campus, and generally bounded by Barstow Ave. on the north, the east property lines of apartment complexes along Sixth Street on the east, the Stone Soup complex south of Bulldog Lane on the south, and Fourth Street on the west. The neighborhood was originally developed as an area of apartments that primarily served student housing needs related to CSUF. Over the past 15-20 years, however, the neighborhood has generally and increasingly become physically and economically blighted and home for many lower-income families and individuals seeking affordable housing. There are 47 properties within the El Dorado Park Neighborhood boundaries as defined above, 43 of which are multi-family dwelling projects. (See attached vicinity and local maps.)

Key stakeholder institutions operating and located in the neighborhood include Wesley United Methodist Church, and Stone Soup, a significant nonprofit service organization, who have formed an MOU-based partnership to work with residents, property owners, other stakeholders and the City/RDA to improve the neighborhood. CSUF is also a key collaborative institutional stakeholder with strong interests in community improvement and development in this area west of and contiguous to CSUF sports facilities and newer student housing.

## **GENERAL INFORMATION**

### **Non Discrimination Requirement**

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

By submission of this proposal, the applicant represents that it, and any subsidiary, substantially owned by it, does not and will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition. Also, any subsequent contracts of agreements shall contain similar language and requirements pursuant to the California Community Redevelopment Law.

## **SUBMISSION REQUIREMENTS**

### **1. Statement of Interest**

This cover letter should provide a statement of interest for the completion of the four distinct phases of a specific planning process; highlights of the Proposer's qualifications; understanding of the key elements of the proposed El Dorado Park Neighborhood specific planning process; project team coordination methods; contact person, phone and facsimile numbers, and e-mail address.

### **2. Consultant Resume including:**

- Consultant address, telephone and fax number, and e-mail address.
- Nature of the Consultant (corporate officers, principal stockholders, general and limited partners, etc.).
- Relevant experience in community revitalization and with urban planning and development projects.

### **3. Consultant Team (if applicable)**

Identify the planning team including key consultants. Specify the relevant experience of the team members and key consultants.

### **4. Legal Entity**

Describe the legal entity with whom the City would contract.

## **5. Design Charrette and Specific Plan Formulation Experience**

Describe the Consultant's experience with community-based design charrettes, formulation of specific plans, and preparation of environmental impact assessments and reports:

- Describe the Consultant's most relevant design charrette, specific plan, and environmental assessment work projects.
- References (name, title and telephone number) for each project cited.

## **6. Consultant Fees and an Implementation Schedule**

Proposers shall provide a schedule of consultant fees and costs associated with the development and completion of each distinct phase of a specific planning process outlined above for the El Dorado Park Neighborhood. Proposers shall provide an implementation schedule for the each phase of the project.

## **7. Proposal Submission**

**One (1) unbound original and six (6) copies of the proposal must be submitted.** Proposals must be complete and sealed. In addition, an email transmission of the Proposal may be submitted (Microsoft Word format) as an acceptable electronic copy, if a hard copy of the Proposal is subsequently mailed. Proposals must be marked clearly on the outside "El Dorado Park Consulting Services" and addressed as follows:

City of Fresno  
Planning and Development Department  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Attn. Keith Bergthold  
[keith.bergthold@fresno.gov](mailto:keith.bergthold@fresno.gov)

**Proposals should be received prior to the opening at 5:00 p.m. on November 9, 2007, at which time they will be publically opened and recorded. Proposals received after this deadline will not be considered.** If you have any questions, please contact Keith Bergthold (559) 621-8049.

## **QUALIFICATION EVALUATION**

Responses to the Request For Qualifications and Bid will be evaluated based upon the following criteria (presented without regard to order of importance):

- Experience with community-based design charrettes.
- Experience with specific plan alternatives analysis and selection of preferred alternatives.
- Experience with preparation and presentation of specific plan documents, preparation of environmental impact assessments and reports, and public hearings and plan adoption of the type proposed by the City and RDA for the El Dorado Park Neighborhood.
- Experience with redevelopment area planning and implementation activities for

developments in inner city and neighborhood areas.

- Experience with new urbanism, affordable housing, mixed use, and green building issues and concepts.
- Familiarity with Fresno or Central Valley.
- Track record of successful Specific Plan adoptions.
- Basic timeline for completion of tasks.

All timely proposals will be examined by a selection committee to determine if they meet the following minimum qualifications. ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED:

- a. **Conflict of Interest:** Any proposal which presents a disqualifying organizational or other conflict of interest will be considered non-responsive and will be rejected.
- b. **Personnel and Experience:** In order to be considered a responsive Proposer, the Proposer must have both of the following:
  - The firm or a general partner or managing member of the firm must have had at least 10 years experience in providing the types of services to be performed hereunder.
- c. **Exceptions and Alternatives:** Proposers may not take exception or make alterations to any requirement of the specifications. However, proposals which exceed the minimum requirements will be welcomed. No such proposal shall be considered unless it satisfies all requirements and qualifications specified in these specifications.

## REVIEW AND SELECTION PROCEDURE

Responsive proposals will be reviewed by a committee comprised of staff representatives from the City Planning Division and RDA. The review committee will consult with key El Dorado Park Neighborhood stakeholder institutions. Upon completion of the review, the committee will make its recommendation to the Planning and Development Department Director for the selection of a Consultant or Firm. Recommendations as to the final Consultant or Firm selection will be made based upon the strength of the proposer, the comprehensiveness of the specific plan elements proposed, and the relationship of costs for the specific services.

The recommendations may include:

- Selection of one respondent to enter into a professional services agreement(s).
- Rejection of all proposals.

Following review of the proposals, the City may elect to interview some or all of the proposers, or may otherwise seek clarification or amplification of the material submitted.

The City of Fresno reserves the right to reject any and all proposals.

The City will award a contract(s) or reject any or all proposals within 60 days of the November 9th opening date, and no proposal may be withdrawn within that period of time.

Any award of a contract exceeding \$50,000, shall be subject to the approval of the City Council.

Upon City's acceptance of a proposal, the successful proposer will be required to execute and return all required Project documents and all certificates of insurance within fifteen (15) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Project documents, the City reserves the right to accept the proposal of the proposer offering the next best value to the City.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more proposers concurrently, and enter into a contract with such Proposer(s) who is/are determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

The City reserves the right to make the selection of a proposer(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

Proposals may be withdrawn at any time prior to the time set in the advertisement or in subsequent addenda, for opening of proposals. No proposer shall be permitted to withdraw its proposal after the time specified in the advertisement or subsequent addenda for the opening of proposals, unless selection of successful proposers is delayed by inaction of the City for sixty (60) days after the opening of proposals.

The City makes a concentrated effort to ensure any addenda issued relating to these specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

## **Local Preference**

Fresno Municipal Code Section 4-112 LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

“Local Firm” shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than City projects.

Proposers shall indicate in their proposal if they seek the benefit of local preference and the basis therefor.

## **Outreach To Small Business Enterprises In Subcontracting**

The City of Fresno hereby notifies all proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a proposer who intends to subcontract a portion of the work seek out small business enterprises, that are potential subproposers, suppliers, or consultants, and actively solicit their interest, capability and prices.

## **Time to Award**

The proposer agrees that the City may have sixty (60) days to accept or reject proposals. It is further understood that, if the proposer to whom any award is made fails to enter into a contract as provided in the specifications, award may be made to another proposer, who shall be bound to perform as if she/he had received the award in the first instance.

The Proposer shall comply with any and all federal, state or local laws, rules and regulations now in effect or hereafter promulgated, which apply to the services and products herein specified.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## **Documents Required after Award**

Upon City's acceptance of a proposal, the successful proposer will be required to execute and return a contract furnished by the City, and all certificates of insurance within fifteen (15) calendar days from the date of the Notice of Award. Should the successful proposer fail or refuse to execute the contract, the City reserves the right to accept the proposal of the proposer offering the next best value to the City.

## **Questions, Clarifications and Concerns**

Every reasonable effort has been made to carefully prepare the specifications describing this project. **Any questions or concerns relating to these specifications shall be directed in writing to the designated contact for the City.**

**Questions will be accepted only up to five (5) working days prior to the proposal opening date** to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the specifications as a result of any questions.



If necessary, an appropriate addendum will be issued to all proposers stating revisions, deletions, or additions to be made to the specifications as a result of any inquiries. The City will not be responsible for verbal responses made by parties other than the City's designated contact person.

### **Contacts with City Staff**

Before an award is made, any contact with City staff, other than the City's designated contact person, without prior written authorization is strictly prohibited and may render the proposer non-responsible.

### **Debarment**

A Bidder who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Redevelopment Agency, or from being a subproposer or supplier at any tier upon such contract, in accordance with the procedures in Resolution 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

### **Regulated Communications in City Procurement Process**

The Regulated Communications in City Procurement Process Ordinance (Fresno Municipal Code 4-601 et seq.) became effective April 29, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

### **Public Records**

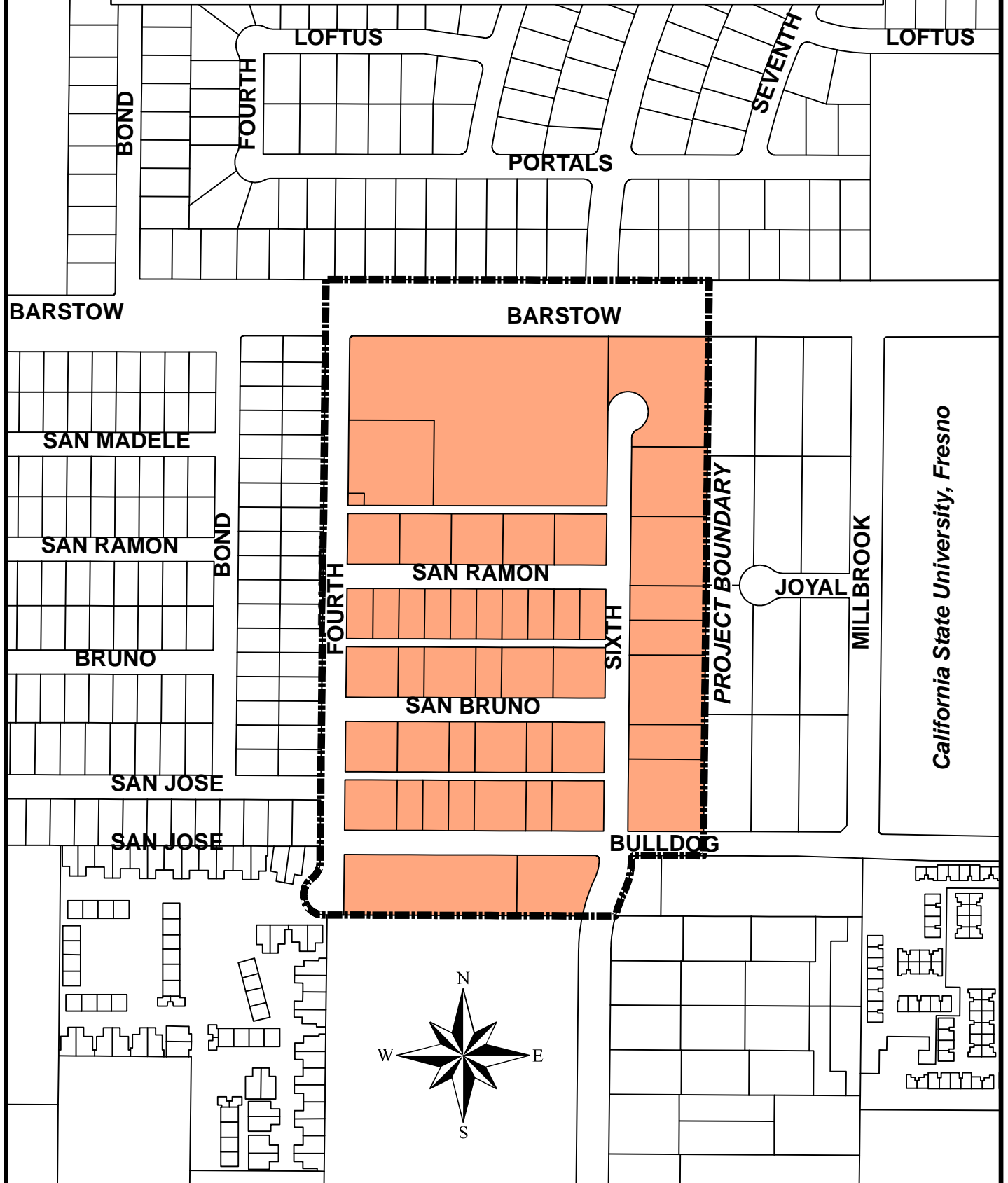
The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked Trade Secrets, Confidential or Proprietary and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law or court order. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding such marked confidential information, will be available for review after posting of staff recommendation

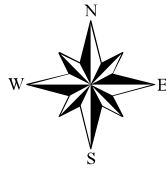
**General Provisions**

Professional liability insurance (errors and omissions) with limit of liability of not less than \$2,000,000, automobile and employer's liability of not less than \$1,000,000 each and commercial general liability of not less than \$2,000,000 will be required for this project. The City's standard Consultant Services Agreement (attached) will be used, which includes a conflict of interest statement, and the completion of a statement of economic interest.

Attachments: El Dorado Park Neighborhood vicinity and local maps.  
Standard City Consultant Services Agreement

# City of Fresno El Dorado Park Neighborhood Specific Plan Area Map





PLANNING & DEVELOPMENT DEPARTMENT  
PLANNING DIVISION

# City of Fresno

## Vicinity Map

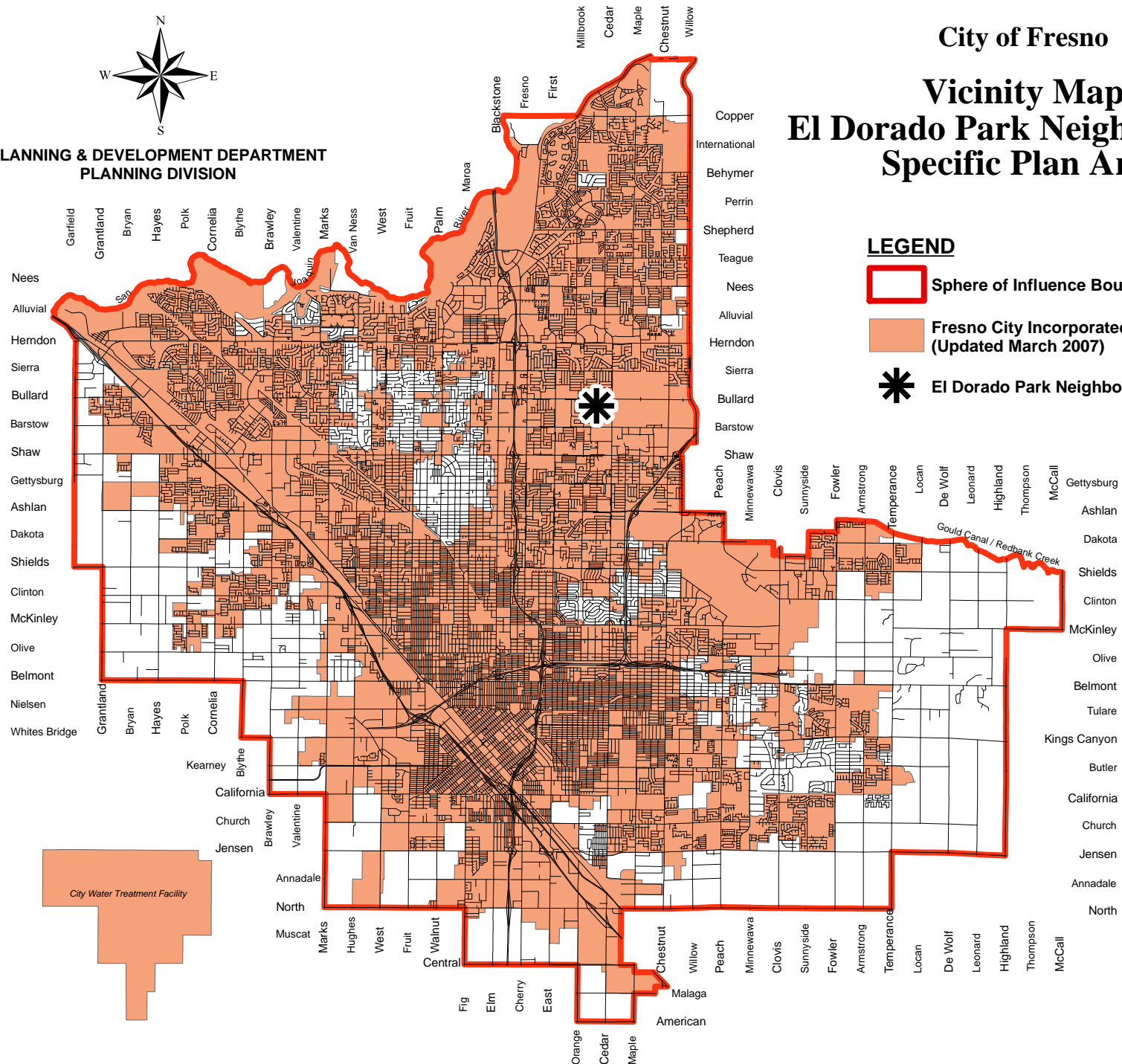
### El Dorado Park Neighborhood Specific Plan Area

#### LEGEND

 Sphere of Influence Boundary

 Fresno City Incorporated Area  
(Updated March 2007)

 El Dorado Park Neighborhood



**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of October, 2007, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and VRPA Technologies, Inc., a California Corporation (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional planning and land use services for recommendations for the General Plan land use designations for Phase 1 of the City of Fresno's Adopted Freeway 41 Mid and High Rise Corridor, Activity Centers and Linear Intensity Corridors (Intensification Areas), hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a [Consultant's Profession] and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 3-109 and Administrative Order 6-19; and

WHEREAS, this Agreement will be administered for CITY by its \_\_\_\_\_ (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$[Fee Amount], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of : (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any termination or expiration of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents and Copyright license.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized, and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services

and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

#### 9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.



(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized

representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

[Consultant Name],  
[Legal Identity]

By: \_\_\_\_\_  
[Name],  
[Title]

By: \_\_\_\_\_

Name: : \_\_\_\_\_

ATTEST:  
REBECCA E. KLISCH  
City Clerk

Title: \_\_\_\_\_  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

Name: \_\_\_\_\_

No signature of City Attorney required.  
Standard Document #ALL 1.1 has been  
used without modification, as certified by  
the undersigned.

Title: \_\_\_\_\_  
(if corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
[City Certifier Name]  
[City Certifier Title]

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: [Name],  
[Title]  
[Street Address]  
Fresno, CA [Zip]  
Phone: (559) [#]  
FAX: (559) [#]

CONSULTANT:  
[Consultant Name]  
Attention: [Name],  
[Title]  
[Street Address]  
[City, State Zip]  
Phone: [area code and #]  
FAX: [area code and #]

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

## **Exhibit B**

### **INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno and [Consultant Name]**

[Project Title]  
PROJECT TITLE

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT’S profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

#### **Minimum Limits of Insurance**

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:  
\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:  
\$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:  
\$1,000,000 each accident for bodily injury  
\$1,000,000 disease each employee  
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.



3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

#### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

#### **Verification of Coverage**

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

## Exhibit C

### DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]  
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(company)

\_\_\_\_\_  
(address)

☐ Additional page(s) attached.

\_\_\_\_\_  
(city state zip)